

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

Roland Ma

Complainant,

v.

Gallery Belltown Condo. Ass'n

CWD Group, Inc.

McKinstry Co., LLC

Respondent.

CASE NO. 2:21-mc-0015-JCC

**COMPLAINT OF HOUSING
DISCRIMINATION**

THE PARTIES TO THIS COMPLAINT

1. **Complainants:**

19 Roland Ma
20 2911 2nd Ave., Unit 515
Seattle, WA 98121

21 2. **Complainant Representatives:**

22 None

23 3. **Other Aggrieved Parties:**

24 None

1 **4. The following is alleged to have occurred or is about to occur:**

- 2
 - Otherwise deny or make housing unavailable
 - Discriminatory terms, conditions, privileges, or services and facilities
 - Discriminatory acts under Section 818 (coercion, Etc.)
 - Failure to make reasonable accommodation
- 3
- 4

5 **5. The alleged violation occurred because of:**

- 6
 - Disability

7 **6. Address and location of the property in question (or if no property is involved, the city and state where the discrimination occurred):**

8 Gallery Condominiums
9 2911 2nd Ave., Unit 515
10 Seattle, WA 98121

11 **7. Respondents:**

12 Mike Hilfer
13 The CWD Group, Inc.
14 2800 Thorndyke Ave. W
15 Seattle, WA 98199

16 The CWD Group, Inc.
17 2800 Thorndyke Ave. W
18 Seattle, WA 98199

19 **Registered Agent for The CWD Group, Inc.**
20 Marshall Johnson
21 2800 Thorndyke Ave. W
22 Seattle, WA 98199

23 Gallery Belltown Condominium Association
24 2800 Thorndyke Ave. W
25 Seattle, WA 98199

26 **Registered Agent for Gallery Belltown Condominium Association**
27 The CWD Group, Inc.
28 2800 Thorndyke Ave. W
29 Seattle, WA

1 **8. The following is a brief and concise statement of the facts regarding the alleged**
2 **violation:**

3 Complainant Roland Ma has been residing subject property at 2911 2nd
4 Avenue, Unit 515, Seattle, Washington 98121 in June 11, 2011. The subject unit is
5 part of Respondent Gallery Belltown Condominium Association and is managed by
6 Respondent CWD Group. Respondent Mike Hilfer is the Community Manager
7 working for CWD Group. Complainant Ma has a mental/emotional and physical
8 disability, that has been confirmed by the Court.

9 On March 5, 2021, Complainant Ma made two reasonable modification
10 requests via email to Respondent CWD Group. On March 8, 2021, Complainant
11 Ma made additional reasonable accommodation requests via email to Respondent
12 CWD Group, allowing him to be treated same as other neighbours, by allowing the
13 caregiver funded by Medicaid entering the building without Complainant Ma
14 personally escort her to his unit. On April 2, 2021, Respondent Hilfer provided
15 Complainant Ma with verbal confirmation agreeing to both reasonable modification
16 requests, but denied in part as the Board made the decision that Complainant Ma
17 cannot have any contractors.

18 On April 14, 2021, Complainant made a reasonable accommodation request
19 via email to get a handicap parking to Respondent CWD Group. Complainant Ma
20 also made a reasonable accommodation request to allow medication to be delivered
21 to the front door of the subject unit instead of the building lobby. Complainant Ma
22 states to access the subject unit, one has to go through the building lobby and
23 common area. At the time, the policy set by Respondent Gallery Belltown
24 Condominium Association was all deliveries would only be made to the building
 lobby.

1 Complainant Ma provided medical documentation for both reasonable
 2 accommodation requests. Complainant Ma believes Respondent CWD Group
 3 forwarded the requests to Respondent Gallery Belltown Condominium Association. On
 4 May 12, 2021, Respondent CWD Group denied Complainant's reasonable
 5 accommodation requests on May 12, 2021 in writing. Complainant believes
 6 Respondents denied his reasonable accommodation requests.

7 On May 17, 2021, Respondent Gallery Belltown Condominium Association filed a Ex-
 8 Parte Temporary Restraining Order against Complainant Ma which required him to
 9 cease the reasonable modifications to Unit 515, which were verbally approved on April
 10 2, 2021, and with an active permit issued by Seattle Department of Construction &
 11 Inspections (SDCI). On May 17, 2021, Complainant Ma was ejected from the subject
 12 unit by the police, by breaking down his door at 11:03p.m. The Ex-Parte Temporary
 13 Restraining Order prohibited Complainant Ma to live in the subject residence while
 14 electrical work was being done by McKinstry Co., LLC. Respondents stated the
 15 electrical work was to fix Complainant Ma's own modification work which
 16 Respondents felt did not meet compliance standards. Complainant Ma felt the Ex-Parte
 17 Temporary Restraining Order was not necessary for public safety and was retaliatory
 for making a reasonable accommodation request on April 14, 2021.

Date	Contractor	Time In	Time Out	Hours
6/1/2021	Huey Ford	10:01 AM	3:58 PM	5 hr 59 mins
6/3/2021	Bill	12:14 PM	3:35 PM	3 hr 21 mins
6/7/2021	Josh	11:58 AM	2:16 PM	2 hr 14 mins
6/8/2021	Huey Ford	9:12 AM	9:38 AM	26 mins
6/11/2021	Joe	1:20 PM	1:35 PM	15 mins
6/15/2021	Bill	10:18 AM	1:33 PM	3 hr 15 mins
6/16/2021	Bill	10:41 AM	2:27 PM	4 hr 14 mins
6/17/2021	Bill	7:19 AM	12:15 PM	4 hr 56 mins
6/29/2021	Bill	2:21 PM	2:44 PM	23 mins
7/8/2021	Bill	9:01 AM	4:11 PM	7 hr 12 mins
7/15/2021	Matt	8:43 AM	9:22 PM	1 hr 5 mins
8/6/2021	Joshua Strange	1:03 PM	2:06 PM	1 hr 3 mins
			Total	57.48 HRS

1 On June 28, 2021, Respondent Gallery Belltown Condominium Association
2 filed a Preliminary Injunction in King County Superior Court which prohibited
3 Complainant Ma to interfere with electrical work being done on Unit 515. In addition,
4 the Preliminary Injunction prohibited Complainant Ma from residing at the subject
5 property until electrical work was completed and Respondents alerted Complainant he
6 can return. On August 28, 2021, Complainant Ma stated no electrical work has been
7 done in the subject property by Respondents since he was ejected from his home and
8 since Respondent Gallery Belltown Condominium Association successfully obtained
9 Preliminary Injunction. Complainant Ma believes Respondents are purposely delaying
10 the electrical work to keep Complainant Ma out of the subject unit. Complainant Ma
11 believes Respondents are retaliating against his reasonable accommodation requests
12 made on April 14, 2021. Complainant Ma states he is not allowed back in the building
13 or the subject property and because the Board knows he has a handicap permit issued by
14 the State, Complainant Ma states he is not even allowed to park in his assigned parking
15 spot anymore while the contractors are supposed to be doing electrical work in the
16 subject property. Complainant Ma believes this is also retaliation for making reasonable
17 accommodation requests on April 14, 2021.

18 Complainant Roland Ma believes he has been discriminated against based on
19 disability. With no lawful order, Mr. Ma was wrongfully ejected from his unit, now
20 nearly four months, the new mandate for COVID restrictions were ignored, and Gallery
21 disregarded any detainer law in which is a violation under the Fair Housing Act as
22 amended by the Fair Housing Amendments Act of 1988. RCW 59.12 and 59.18, or
23 ejection procedure in RCW 7.28. The irony is Complainant Ma maintains the work he
24 did on the electrical panel was legal and properly performed. He obtained a permit from
Seattle Department of Construction & Inspections before starting and believed he
followed the rules. McKinstry Co. LLC, Gallery's contractor, advised four days

1 four days are necessary for the repairs, in accordance to email exchange with the City
2 released via Public Records Act.

3 The treatment Complainant Ma has received from Gallery is unjustified, and
4 without support of the law. Complainant Ma is entitled to return to his home
5 immediately.

6 **9. The most recent date on which the alleged discrimination occurred:**

7 June 28, 2021

8 **10. Types of Federal Funding Identified:**

9 Not related to his housing.

10 **11. The acts alleged in this complaint, if proven, may constitute a violation of the
following sections:**

11 818, 804f1, 804f2, and 804f3B of Title VIII of the Civil Rights Act of 1968 as
12 amended by the Fair Housing Act of 1988.

13 **STATEMENT OF SECURITY BOND**

14 Since the State trial court did not require respondent to post a surety bond, as CR65(c)
15 stated that: "...Except as otherwise provided by statute, no restraining order or preliminary
16 injunction shall issue except upon the giving of security by the applicant, in such sum as the
17 court deems proper, for the payment of such costs and damages as may be incurred or suffered
18 by any party who is found to have been wrongfully enjoined or restrained." When the Court
19 decided no surety bond is required:

20 Complaint is required to:

- 21 no injunction bond is required.
22 provide a bond payable to the clerk of court in the amount of \$_____
23 (*value*), which the court has deemed proper and which is conditioned upon
24 compliance by the plaintiff with the future order or judgment of the court with
respect to the subject matter of the controversy.

RELIEF

The complaint requests that:

1. Each respondent be restrained from instituting any action against the complaint for recovery of the property or any part of it.
 2. That the complaint be discharged from all liability, including both parties may not seek punitive damages
 3. The complaint recover costs and reasonable attorney's fees.
 4. The court may grant any further relief as may be just and proper under the circumstances of this case.

CERTIFICATION AND CLOSING

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case

DATED: 8/30/2021

DocuSigned by:

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